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VIA FEDERAL EXPRESS

December 28, 2004

Sharla Dillion
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505

04-00448

**RE: WilTel Communications, LLC formerly Williams Communications, LLC
Advice Letter No. 3**

Dear Ms. Dillion:

Enclosed for filing is an original and thirteen (13) copies of revisions to Tariff No. 1 for WilTel Communications, LLC formerly Williams Communications, LLC. Also enclosed is a copy of the Secretary of State Certificate for WilTel Communications, LLC and the \$25.00 filing fee.

This filing is being submitted to change the company name from Williams Communications, LLC to WilTel Communications, LLC.

We are requesting an effective date of January 28, 2005.

Also enclosed is an extra copy of the revisions and a self-addressed stamped envelope and we request that you return a file stamped copy for our files.

If you have any questions in regards to this filing please call me at (918) 547-4018.

Sincerely,

Julie Dixon
Tariff Administrator

Enclosure

Secretary of State
Division of Business Services
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, Tennessee 37243

DATE: 02/03/03
REQUEST NUMBER: 4717-1786
TELEPHONE CONTACT: (615) 741-2286
FILE DATE/TIME: 02/03/03 1151
EFFECTIVE DATE/TIME: 02/03/03 1630
CONTROL NUMBER: 0405301

TO:
CT CORPORATION SYSTEM
120 S CENTRAL AVE
CLAYTON, MO 63105

RE:
WILTEL COMMUNICATIONS LLC
APPLICATION FOR AMENDED CERTIFICATE OF AUTHORITY -
LIMITED LIABILITY COMPANY

THIS WILL ACKNOWLEDGE THE FILING OF THE ATTACHED DOCUMENT WITH AN EFFECTIVE
DATE AS INDICATED ABOVE.

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR FILING, PLEASE
REFER TO THE LIMITED LIABILITY COMPANY CONTROL NUMBER GIVEN ABOVE.

FOR: APPLICATION FOR AMENDED CERTIFICATE OF AUTHORITY - ON DATE: 01/14/03
LIMITED LIABILITY COMPANY

FROM:
C T CORPORATION SYSTEM (CLAYTON, MO)
120 S. CENTRAL AVENUE
CLAYTON, MO 63105-0000

	FEE	
RECEIVED:	\$20.00	\$0.00
TOTAL PAYMENT RECEIVED:		\$20.00

RECEIPT NUMBER: 00003193661
ACCOUNT NUMBER: 00282908


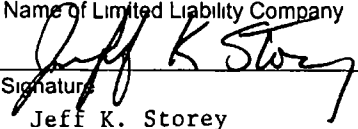


SS-4458

Riley C. Darnell

RILEY C. DARNELL
SECRETARY OF STATE

#14

State of Tennessee  Department of State Corporate Filings 312 Eighth Avenue North 6th Floor, William R. Snodgrass Tower Nashville, TN 37243		For Office Use Only RECEIVED OF TENNESSEE 2003 JAN 14 AM 11:45 RILEY DARNELL SECRETARY OF STATE
APPLICATION FOR AMENDED CERTIFICATE OF AUTHORITY (LIMITED LIABILITY COMPANY)		
To the Secretary of State of the State of Tennessee		
Pursuant to the provisions of § 48-246-303 of the Tennessee Limited Liability Company Act, the undersigned hereby applies for an amended certificate of authority to transact business in the State of Tennessee, and for that purpose sets forth		
1 The name of the Limited Liability Company is <u>Williams Communications LLC</u>		
If different, the name under which the certificate of authority is to be obtained is <u>WitTel Communications LLC</u>		
2 The state or country under whose law it is organized is <u>Delaware</u>		
3 The date of its formation is <u>01/01/2001</u> (must be month, day and year)		
4 The complete street address (including zip code) of its principal office is <u>One Technology Center</u> <u>Tulsa</u> <u>OK</u> <u>74103</u> Street City State/Country Zip Code		
5 The complete street address (including the county and the zip code) of its registered office in Tennessee is <u>530 Gay Street, Knoxville, Tennessee, Knox County, 37902</u> Street City/State County Zip Code The name of its registered agent at that office is <u>CT CORPORATION SYSTEM</u>		
6 Please insert the number of members at the date of filing <u>One</u>		
NOTE: This application must be accompanied by a certificate of existence (or a document of similar import) duly authenticated by the Secretary of State or other official having custody of Limited Liability Company records in the state or country under whose law it is formed. The certificate shall not bear a date of more than two (2) month prior to the date the application is successfully filed in Tennessee.		
1/6/2003 Signature Date		WitTel Communications, LLC Name of Limited Liability Company
Manager Signer's Capacity		 Signature Jeff K. Storey Name (typed or printed)

SS-4231 (Rev 7/00) RDA 2458

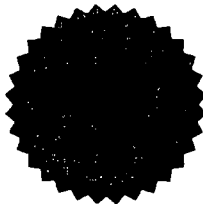
Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "WILTEL COMMUNICATIONS, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-NINTH DAY OF JANUARY, A.D. 2003.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

2206783 8300

AUTHENTICATION: 2232568

030061580

DATE: 01-29-03

REGULATIONS AND SCHEDULE OF CHARGES

APPLICABLE TO INTRASTATE INTEREXCHANGE SWITCHED SERVICES

FURNISHED BY

WILTEL COMMUNICATIONS, LLC

T

This Tariff contains the rates, terms and conditions applicable to intrastate interexchange services offered by WilTel Communications, LLC of Tulsa, Oklahoma within the State of Tennessee. The provisions of this tariff apply only to the intrastate interexchange services described in this tariff.

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The services described in this tariff may be provided by any means of wire, terrestrial communications systems, satellite, microwave, and other transmission systems, or any combination thereof.

ISSUED: December 28, 2004

EFFECTIVE: January 28, 2005

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Tulsa, Oklahoma 74103
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CHECK SHEET

The Title Page and pages listed below are inclusive and effective as of the date shown. Revised pages as named below contain all changes from the original Tariff that are in effect on the date shown on each page.

Page #	Revision	Page #	Revision
Title Page	2 nd Revised*	28	3 rd Revised*
1	5 th Revised*	29	2 nd Revised*
2	2 nd Revised*	30	2 nd Revised*
3	2 nd Revised*	31	2 nd Revised*
4	2 nd Revised*	32	2 nd Revised*
5	3 rd Revised*	33	2 nd Revised*
6	2 nd Revised*	34	2 nd Revised*
7	2 nd Revised*	35	2 nd Revised*
8	2 nd Revised*	36	3 rd Revised*
9	2 nd Revised*	37	2 nd Revised*
10	2 nd Revised*	38	2 nd Revised*
11	2 nd Revised*	39	2 nd Revised*
12	2 nd Revised*	40	2 nd Revised*
13	2 nd Revised*	41	2 nd Revised*
14	2 nd Revised*	42	2 nd Revised*
15	2 nd Revised*	43	3 rd Revised*
16	2 nd Revised*	44	2 nd Revised*
17	2 nd Revised*	45	3 rd Revised*
18	2 nd Revised*	46	5 th Revised*
19	2 nd Revised*	47	5 th Revised*
20	2 nd Revised*	48	2 nd Revised*
21	2 nd Revised*	49	2 nd Revised*
22	2 nd Revised*	50	3 rd Revised*
23	2 nd Revised*	51	2 nd Revised*
24	2 nd Revised*	52	2 nd Revised*
25	2 nd Revised*		
26	2 nd Revised*		
27	2 nd Revised*		

* Indicates tariff pages included in this filing.

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TABLE OF CONTENTS

Check Sheet	1
Table of Contents	2
Tariff Format.....	3
Concurring, Participating and Connecting Carriers	4
Symbols.....	4
Application of Tariff	5
Section 1 - Terms and Abbreviation	6
Section 2 - Rules and Regulations	13
Section 3 – Description of Service.....	36
Section 4 – Rates and Charges	47
Section 5 – Contracts and Promotions... ..	54

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TARIFF FORMAT

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of the various suspension periods and deferrals the Commission follows in its tariff approval process, the most current page number on file with the Commission is not always the tariff page in effect. Consult the check sheet for the page currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
 - 2.1
 - 2.1.1
 - 2.1.1.A
 - 2.1.1.A.1
 - 2.1.1.A.1.(a)
 - 2.1.1.A.1.(a).I
 - 2.1.1.A.1.(a).I.(i)
 - 2.1.1.A.1.(a).I.(i).(1)
- D. Check Sheets** - When a tariff filing is made with the Commission an updated check sheet accompanies the filing. The check sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There shall be no other symbols used on this page if these are the only changes made to it. The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

Changes to this tariff shall be identified on the revised page(s) through the use of symbols. The following are the only symbols used for the purposes indicated below:

- (C) To signify changed regulation.
- (D) To signify discontinued rate or regulation
- (I) To signify an increase
- (M) To signify matter relocated without change.
- (N) To signify new rate or regulation.
- (R) To signify reduction.
- (S) To signify reissued matter
- (T) To signify change in text but no change in rate or regulation.
- (Z) To signify a correction.

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APPLICATION OF TARIFF

This Tariff is available for public inspection during normal business hours at the main office of WilTel Communications, LLC, located at One Technology Center, Level 15, Tulsa, OK 74103.

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This Tariff contains the rates, terms and conditions of service applicable to the furnishing of the within described intrastate interexchange services by WilTel Communications, LLC. This Tariff applies to interexchange services offered by WilTel Communications, LLC to the general public, which, for purposes of this tariff, consist of casual calling customers and other providers of Telecommunications Services or Information Services (Reseller Customers) for resale, and which are subject to regulation by the Commission. These services are provided in conjunction with the Company's interstate telecommunications services originating or terminating within the state. This Tariff does not apply to the within described services which are provided by WilTel Communications, LLC:

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- (a) to other providers of Telecommunications Services or Information Services pursuant to any contractual arrangements that have been or are entered into on an Individual Case Basis pursuant to Section 2.1.7;
- (b) pursuant to other WilTel Communications, LLC tariffs unless specifically stated therein;
- (c) to affiliates of the Company; and
- (d) on an interstate or international basis

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SECTION 1 - TERMS AND ABBREVIATIONS

Access Line - A facility arrangement which connects Customer's location to Company's POP.

Access Service Request (ASR) - An order placed with a Local Access Provider for Local Access.

Account Code - A series of digits entered by End User to associate a call with a particular department, cost center, or Customer. A non-verified Account Code shall be accepted if it contains the proper number of digits. A verified Account Code shall only be accepted if it can be matched with a number on the list of valid Account Codes provided by End User.

Alternative Access - A form of Local Access except that the provider of the Service is an entity, other than the Local Exchange Carrier, authorized or permitted to provide such Service.

Ancillary Charges - Charges for supplementary Services as set forth in this Tariff which may consist of both nonrecurring and monthly recurring charges.

Authorization Code - A numerical code, one or more of which are available to Customer's End Users to enable them to access Company's network, and which are used by Company both to prevent unauthorized access to its facilities and to identify End Users for billing purposes.

Available/Availability - Condition in which Company has the facilities necessary to provide Service and such facilities are not already committed to other parties or other Customers and are accessible for Service to Customer, as determined by the Company, in its sole discretion.

Casual Calling - Access to Company's network and the subsequent use of Service by an End User Customer through the dialing of a carrier access code in the format of 101XXXX, where the four (4) digits represented by the "X" are the unique Carrier Identification Code (CIC) assigned to Company

Casual Calling Customer - An End User who is responsible for the payment of charges due as a result of using the Company's Casual Calling Service and for compliance with the Company's tariff.

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SECTION 1 - TERMS AND ABBREVIATIONS, (CONT'D.)

Channel(s) or Circuit(s) - A communications path between two or more points.

Collect Call - A billing arrangement which bills the charge for a long distance call to the called station's telephone number. The person agreeing to accept the call is responsible for all charges related to the call.

Commission - The Tennessee Regulatory Authority

Conversation Minutes - For billing purposes calls are billed based on Conversation Minutes, which begin when the called party answers, as determined by answer supervision, and end when either party disconnects.

Company or Carrier - WilTel Communications, LLC unless otherwise clearly indicated by the context.

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Customer - When used throughout this Tariff, refers to both Casual Calling Customers and Reseller Customers.

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SECTION 1 - TERMS AND ABBREVIATIONS, (CONT'D.)

Day - From 8 AM up to but not including 5 PM, Monday through Friday.

Dialed Number Information Service (DNIS) - A service option of Toll Free Service under which Company electronically transmits to Customer (or to an End User of Customer) the telephone number of the party calling Customer or its End User.

Due Date - The date on which payment is due as indicated on Company's invoice to Customer.

End User – The natural person or legal entity which either; (1) orders service through a certified Reseller Customer or (2) uses the Company's Casual Calling service directly as a Customer through dialing the Company's designated access code or other access number.

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SECTION 1 - TERMS AND ABBREVIATIONS, (CONT'D.)

FCC - Federal Communications Commission.

Individual Case Basis (ICB) - Determinations involving situations where nonstandard arrangements are required to satisfy specialized needs. The nature of such Service requirements makes it difficult or impossible to establish general Tariff provisions for such circumstances. When it becomes possible to determine specific terms and conditions for such offerings, they shall be offered pursuant to such terms and conditions when set forth in writing and subscribed to by authorized representatives of Customer and Company.

Information Services – The term “Information Services” has the same meaning as contained in 47 U.S.C. § 153(20), as interpreted by the FCC and federal courts.

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SECTION 1 - TERMS AND ABBREVIATIONS, (CONT'D.)

Installation - Establishment of Service.

Interexchange Service - Service provided to a Customer over a Channel or Circuit between a Company designated POP in one exchange and a Company designated POP in another exchange.

LATA (Local Access Transport Area) - A geographical area established for the provision and administration of communications Service, as provided for in the Modification of Final Judgement (MFJ), the consent decree between GTE Corporation and the Department of Justice, and any further modifications thereto.

Local Access - The portion of the Service between a customer premise and a Company designated POP.

Local Access Provider - An entity providing Local Access.

Local Exchange Carrier (LEC) - The local telephone utility that provides exchange telephone services.

N/A - Not applicable.

N/C - No charge.

Non-Day - All hours other than those included in the Day rate period.

Nonrecurring Charge - One-time charge relevant to Service.

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SECTION 1 - TERMS AND ABBREVIATIONS, (CONT'D.)

On-Net - A Circuit traversing the WilTel Network, both end points of which originate and terminate at a WilTel designated POP.

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Off-Net - A circuit that is not On-Net

POP (Point of Presence) - A Company designated location where a facility is maintained for the purpose of providing access to the Company's Services by Customer and/or its End Users.

Reseller Customer - An entity that offers Telecommunications Services and/or Information Services to the public and which purchases Service from the Company through a Service Agreement and resells the Service to its own End Users. End Users of a Reseller Customer are not Customers of the Company. A Reseller must be authorized to operate in the State before it can resell the Company's Services to its End Users. The Reseller Customer is responsible for the payment of charges due for Service and for compliance with the Company's applicable tariff regulations and terms of the Service Agreement.

Service - WilTels' Interexchange Services as described in this Tariff as modified from time to time.

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Service Agreement - An agreement between the Company and a Reseller Customer which, subject to the terms and conditions of this tariff, defines the relationship between the Company and the Reseller Customer.

Service Area - The geographic area in which Customer or its End Users may access and use Service.

Service Commitment Period - The period selected by the Reseller Customer, agreed to by Company and stated on the relevant Service Agreement, during which Company will provide and Customer will accept and pay for the Service described therein.

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SECTION 1 - TERMS AND ABBREVIATIONS, (CONT'D.)

Tariff - The Company's Tennessee Intrastate Tariff No 1, and effective revisions thereto filed by the Company with the Commission.

Telecommunications Service – The term “Telecommunications Service” has the same meaning as contained in 47 U.S.C. § 153(46), as interpreted by the FCC and federal courts.

Term - Service Commitment Period.

United States - For purposes of this tariff the term "United States" includes the Mainland United States of America, Alaska, Hawaii, Puerto Rico, U.S. Virgin Islands, Guam, and the Commonwealth of the Northern Mariana Islands (CNMI).

Wholesale Service - Any of the Services described in Section 3.2 of this Tariff offered by the Company to Reseller Customers to resell to their End Users.

WilTel - Used throughout this tariff to refer to WilTel Communications, LLC

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WilTel Network - The telecommunications transmission system operated by WilTel and which is capable of providing Service between WilTel designated POPs.

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SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of Company and Limitations of Services**

- 2.1.1** The Company undertakes to furnish Service pursuant to the terms of this Tariff for the transmission of information originating and terminating within the State. Service under this Tariff is offered only to Company's Reseller Customers, except that, due to the nature of Services provided, End Users may access Company's Casual Calling Service. Company reserves the right to deny Service under the conditions described in Section 2.5 of this Tariff or if, in Company's sole opinion, insufficient facilities or equipment are Available to provide the Service.
- 2.1.2** The provision of Service shall not create a partnership or joint venture between the Company and Customer nor result in joint service offerings to their respective customers or End-Users.
- 2.1.3** Company owns or operates transmission facilities within the State and/or resells telecommunications services provided by other carriers. Notwithstanding the resale of telecommunications services provided by other carriers, Customer shall be considered a customer of Company, and not a customer of any other carrier.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of Company and Limitations of Services (cont'd)

- 2.1.4** Company may, when authorized by a Reseller Customer, act as a Reseller Customer's agent for ordering dedicated Access Lines or facilities provided by other carriers to allow connection of specified locations of Customer and/or its End Users to the network of Company. The Reseller Customer shall be responsible for all charges due for such service arrangements.
- 2.1.5** Service is offered subject to the Availability of the necessary facilities and subject to the provisions of this Tariff.
- 2.1.6** Service is provided under the terms and conditions of an applicable Service Agreement and this Tariff; and is available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.7** To the extent that any conflict arises between the terms and conditions of a Service Agreement and the terms and conditions of this Tariff, the Tariff shall prevail, except such terms and conditions in a Service Agreement that are expressly set forth therein as ICB terms or conditions, in which case such ICB terms and conditions shall prevail.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of Company and Limitations of Services (cont'd)

2.1.8 Service provided under this Tariff is directly controlled by Carrier, and Customer may not transfer or assign the use of Service, except with the prior written consent of Carrier. Such transfer or assignment shall only apply where there is no interruption in the use or location of Service, and all regulations and conditions contained in this Tariff as well as all conditions for Service, shall apply to all such permitted assignees or transferees.

2.1.9 The Customer shall not use nor permit others to use the Service in a manner that could interfere with Services provided to others or that could harm the facilities of the Company or others.

2.1.10 Service furnished by WiTel may be connected with the services or facilities of other carriers. Customer is responsible for all charges billed by other carriers in connection with the use of Service. Any special equipment or facilities necessary to achieve compatibility between carriers are the sole responsibility of Customer.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.2 Resale of Company Services

- 2.2.1** In addition to the other provisions in this Tariff, a Customer reselling Service shall be responsible for all interaction and interface with its own subscribers or customers. The reselling of Service by a Customer or reselling of Service with enhancements provided by Customer shall not create a partnership or joint venture between Company and Customer nor result in a joint service offering to any third parties by either Company or the Customer.
- 2.2.2** Notwithstanding the resale of Service by Customer and regardless of the Company's knowledge of same, the Customer remains liable for all obligations under this Tariff. The Company shall have no liability to any person or entity other than the Customer and only as set forth in Section 2.3.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.3 Liability of the Company

- 2.3.1** Except as otherwise specifically provided for in this Tariff, the Company and/or its affiliates shall not be liable to Customer or any other person, firm or entity for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, sabotage, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, condemnation, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing Services to restore Service in compliance with Part 64, Subpart D, Appendix A, of the FCC's Rules and Regulations or other applicable laws, regulations, or orders. The Carrier's liability, if any, for its gross negligence or willful misconduct is not limited by the tariff.
- 2.3.2** The Company is not liable for any act or omission of any other company or companies furnishing a portion of the Service or facilities, equipment, or services associated with such Service.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.3 Liability of the Company (cont'd)

2.3.3 The Customer shall indemnify and hold the Company harmless from and against any court, administrative or agency action, suit or similar proceeding brought against Company and/or any affiliate of the Company for:

- (a) claims arising out of or related to the contents transmitted via the Services (whether over the WilTel Network or Local Access facilities) including, but not limited to, claims, actual or alleged, relating to any violation of copyright law, export control laws, failure to procure necessary authorizations, clearances or consents, failure to meet governmental or other technical broadcast standards, or claims that such transmission contents are libelous, slanderous, an invasion of privacy, pornographic, or otherwise unauthorized or illegal;
- (b) patent infringement claims arising from combining or connecting the Service with equipment and systems of the Customer;
- (c) all other claims arising out of any act or omission of the Customer in connection with any Service provided by the Company;
- (d) defacement of, or damage to, the premises of Customer and Authorized Users resulting from the installation, and/or removal of facilities or the attachment of instruments, equipment and associated wiring on or from the Customer's Premises. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company ;and
- (e) claims arising out of the use of Services or associated equipment in an unsafe manner (such as use in an explosive atmosphere) or the negligent or willful act of any person other than the Company, its agents, or employees.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.3 Liability of the Company (Cont'd)

- 2.3.4** The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation or operation of Service or equipment and facilities of Company associated with the Service, unless such installation, operation, failure to operate, maintenance, condition, location or use is the direct result of the Company's knowing and willful misconduct

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.3 Liability of the Company (Cont'd)**

2.3.5 The Company shall not be liable to the Customer or any other person or entity in any respect whatsoever as a result of mistakes, accidents, errors, omissions, interruptions, delays, or defects in Service (collectively "Defects" or "Defective Service"). Defects caused by or contributed to, directly or indirectly, by act or omission of Customer (including authorized users) or Customer's customers, affiliates, agents, representatives, invitees, licensees, successors or assigns or which arise from or are caused by the use of facilities or equipment of Customer or related parties shall not result in the imposition of any liability whatsoever upon the Company, and Customer shall pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof, including, without limitation, costs of Local Access Providers' labor and materials. In addition, all or a portion of the Service may be provided over facilities of third parties, and the Company shall not be liable to Customer or any other person, firm or entity in any respect whatsoever arising out of Defects caused by such third parties. COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR BUSINESS INTERRUPTION, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF ANY DEFECTIVE SERVICE OR ANY OTHER CAUSE. ANY WARRANTIES AND REMEDIES EXPLICITLY SET FORTH IN THIS TARIFF ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT OF AN INTERRUPTION IN SERVICE, ANY DEFECT IN THE SERVICE WHATSOEVER OR A FAILURE TO PERFORM UNDER THIS TARIFF, NEITHER COMPANY NOR ANY THIRD PARTY PROVIDER OR OPERATOR OF FACILITIES EMPLOYED IN THE PROVISION OF THE SERVICE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.3 Liability of the Company (Cont'd)**

- 2.3.6** In the event parties other than Customer (e.g., Customer's customers or End-Users) shall have use of the Service directly or indirectly through Customer, Customer shall forever indemnify and hold Company and any third-party provider or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to any defects or any claims described in this Section.
- 2.3.7** In the event that Company is required to perform a Circuit redesign due to inaccurate information provided by the Customer or, Company incurs costs and expenses under circumstances in which such costs and expenses are caused to be incurred by the Customer or reasonably incurred by Company for the benefit of the Customer, the Customer is responsible for the payment of any resulting costs incurred by Company.
- 2.3.8** Customer agrees to defend the Company against the claims as set forth in this Section and to pay all reasonable litigation costs, attorneys' fees, court costs, settlement payments, and any damages awarded or resulting from any such claims.
- 2.3.9** The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by the Company or the Customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions shall remain at all times in full force and effect until modified in writing.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.4 Cancellation of Service by Customer**

- 2.4.1** Reseller Customers order Service from Company pursuant to the terms and conditions of a Service Agreement. Any cancellation or termination of Service by a Reseller Customer is subject to the terms and conditions of that Service Agreement and Sections 2.4.2 and 2.4.3 of this Tariff. Casual Calling Customers order Service from Company on a per call basis by dialing the Company's carrier access code number to make a Casual Call. Terms and conditions for cancellation of Service by a Casual Calling Customer are not applicable.
- 2.4.2** If a Reseller Customer, either on behalf of itself or an End User, orders Service from the Company which requires special construction or facilities for Customer's or its End User's use, and then cancels its order before Service begins, a charge shall be made to the Reseller Customer for the non-recoverable portions of the expenditures or liabilities incurred on behalf of Customer or its End User by the Company.
- 2.4.3** If a Reseller Customer terminates Service prior to the end of the Term specified in the Service Agreement, such Customer shall be responsible for all charges incurred to the date of termination, including, but not limited to, all charges to the Company by other carriers for Service provided to the Reseller Customer or its End Users, and any applicable cancellation or termination charges specified in the Service Agreement.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.5 Cancellation for Cause by Company**

2.5.1 For nonpayment by Customer of any undisputed sum owing to the Company for more than 30 days, or for violation by Customer of any of the provisions governing the furnishing of Service under this Tariff or the Service Agreement, the Company may, after ten (10) days written notification to Customer of such nonpayment or violation and forthcoming termination therefor, without incurring any liability, immediately cancel or discontinue the furnishing of such Service. Customer shall be deemed to have canceled Service as of the date of such termination and shall be liable for any cancellation charges as set forth in this Tariff.

2.5.2 Without incurring any liability, the Company may cancel Service prior to commencement or discontinue the furnishing of Service to Customer immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or Services or under any of the following circumstances:

- (a) if Customer refuses to furnish or provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Service, or its planned use of Service;
- (b) for noncompliance with any of the provisions of this Tariff;
- (c) if the Customer or End User is using the Service in violation of any applicable law or regulation
- (d) if such actions are reasonably appropriate to avoid violation of applicable law; or
- (e) if there is a reasonable risk that criminal, civil or administrative proceedings or investigations based upon the transmission contents shall be instituted against Company.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.5 Cancellation for Cause by Company

- 2.5.3** The discontinuance of Service by the Company pursuant to this Section does not relieve the Customer of any obligations to pay the Company for charges accrued for Service which has been furnished up to the time of discontinuance nor does it relieve the Customer of applicable cancellation charges. The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.6 Billing and Payment For Service****2.6.1 Responsibility for Charges**

The Customer is responsible for payment of all charges for Services furnished to the Customer or authorized End User. This includes payment for Services specifically requested by the Customer. This responsibility is not changed due to any use, misuse, or abuse of the Customer's Service or Customer provided equipment by third parties, the Customer's employees, or the public. A Customer whose Service has been discontinued for non-payment of bills shall be required to pay any unpaid balance due to Company before Service is restored.

2.6.2 Payment Arrangements

2.6.2.A All payments due by the Customer shall be remitted and payable to the Company or any billing agent duly authorized and designated by the Company to receive such payments.

2.6.2.B Service is provided and billed on a monthly basis. Usage sensitive charges are billed in arrears and fixed monthly recurring charges, if any, are billed one month in advance. Unless required in advance, installation charges, and other non-recurring charges shall be due on the first day of the month following the month in which the Service was provided.

2.6.2.C The security of Authorization Codes used by Customer or its End Users are the responsibility of the Customer. All calls placed using such Authorization Codes or using facilities owned or controlled by Customer or its End Users shall be billed to Customer and must be paid by Customer.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.6 Billing and Payment For Service (Cont'd)****2.6.3 Late Payment Fee**

Bills are due and payable upon receipt. In the event Customer fails to pay or remit payment in full to the proper address for Services billed by the Company or authorized billing agent on or before thirty (30) days after the Due Date, Customer shall also pay a late fee in the amount of the lesser of one and one-half percent (1.5%) of the unpaid balance per month or the maximum lawful rate under applicable state law.

2.6.4 Return Check Charge

A return check charge of \$25.00 will be assessed for checks made payable to the Company and returned for insufficient funds. For service billed on behalf of the Company, any applicable return check charges will be assessed according to the terms and conditions of the Company's billing agent.

2.6.5 Validation of Credit

2.6.5.A The Company reserves the right to validate the creditworthiness of Customers through available verification procedures. If at any time a Customer presents an undue risk of non-payment, or if a Customer fails to comply with the payment terms of this Tariff or applicable Service Agreement, the Company may require a deposit or other forms of security for payment.

2.6.5.B In determining whether a Customer presents an undue risk of nonpayment, the Company may consider, but is not limited to, the following factors: (i) the Customer's payment history (if any) with the Company, (ii) Customer's ability to demonstrate adequate ability to pay for the Service, (iii) credit and related information provided by Customer, lawfully obtained from third parties or publicly available, and (iv) information relating to Customer's management, owners and affiliates (if any).

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.6 Billing and Payment for Service (Cont'd)****2.6.6 Disputed Charges**

Disputes with respect to charges must be presented to the Company in writing within 30 days after the Due Date or such invoice shall be deemed to be correct and binding on the Customer. In instances of a dispute, the Customer is required to pay the undisputed portion of the bill in its entirety within 30 days after the Due Date. For Casual Calling Customers, if, after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer or Company may file an appropriate complaint with the Commission. For all other Customers, resolution of disputes will be governed by the applicable Service Agreement.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.7 Taxes and Fees**

- 2.7.1** Service may be subject to State and/or local taxes (e.g., gross receipts tax, sales tax, and municipal utilities tax) and/or fees (e.g., intrastate access charges and contributions to the State universal service program), if Service originates and terminates in the State. An amount equal to such taxes and fees shall be charged to the Customer in addition to the charges stated in this Tariff. All charges related to such taxes and fees shall each be shown as a separate line item on the Customer's monthly invoice.
- 2.7.2** Service shall not be subject to taxes for a given jurisdiction if Customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that Customer has been granted a tax exemption. Service shall also not be subject to contribution to the State universal service program if Customer provides the Company with written verification, acceptable to the Company and to the State Commission, that the Service will be resold by Customer and that the revenues from such resale shall be subject to the State universal service program's contribution requirements.
- 2.7.3** The Company may also include among such fees and surcharges any Primary Interexchange Carrier (PIC) charges charged against the Company by a Local Access Provider, as well as any other Local Access charges, whether for originating or terminating Local Access, charged against the Company for originating or terminating intrastate interexchange communications.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.8 Inspection, Testing and Adjustments**

2.8.1 The Company may, upon notice, make such tests and inspections as may be necessary to determine that the requirements of this Tariff are being complied with in the installation, operation or maintenance of Customer's or the Company's equipment. The Company may interrupt the Service at any time, without penalty or liability to the Company, because of departure from any of these requirements.

2.8.2 Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary to maintain them in satisfactory condition; no interruption allowance shall be granted for the time during which such tests and adjustments are made.

2.9 Terminal Equipment

Service may be used with or terminated in terminal equipment or communications systems, such as a PBX or key telephone system, provided by Customer or its End User. Such terminal equipment or communications systems shall be furnished by and maintained at the expense of Customer or its End User, except as otherwise provided. Customer or its End User is also responsible for all costs at its premises incurred in the use of Service, including but not limited to equipment, wiring, electrical power, and personnel. When such terminal equipment or communications systems are used, they shall in all respects comply with the generally accepted minimum protective standards of the telecommunications industry as endorsed by the FCC.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.10 Refunds or Credits for Interruptions in Service

2.10.1 No credits or refunds for interruptions of Service shall be made for:

- (a) Interruptions caused by the negligence or willful misconduct (including the provision of inaccurate information) of the Customer or its End Users.
- (b) Interruptions during any period which the Company or its agents are not afforded access to any Customer premise where Service is originated or terminated.
- (c) Interruptions during any period when the Customer or End-User has released the Service to the Company for maintenance or rearrangement purposes, or for the implementation of Service.
- (d) Interruptions during periods when the Customer elects not to release the Service for testing or repair and continues to use the Service on an impaired basis.
- (e) Interruptions not reported to the Company.
- (f) Interruptions caused by outages or failure of Local Access provided by a Local Access Provider.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.10 Refunds or Credits for Interruptions (Cont'd)**

2.10.2 It shall be the obligation of Customer to notify Company immediately of any interruption of Service (as defined in the applicable Service Agreement) for which a credit is desired. If Customer reports an interruption in Service to Company and the affected Service is not restored (as defined in the applicable Service Agreement) within two hours of such report, Customer shall, upon request directed to the Customer's designated customer service representative, receive a credit at the rate of 1/720 of the monthly recurring charges applicable to Service directly affected by such interruption for each hour or fraction thereof, over the initial two hours, during which service is interrupted. No credit will be given for interruptions of less than two hours in duration. The formula used for computation of credits is as follows:

$$\text{Credit} = A / 720 \times B$$

A = Interruption time in hours or fraction thereof (must be over 2 hours)

B = total monthly recurring charge for the affected service.

2.10.3 Notice of Interruption should be reported by the Customer to the Company's Network Control Center or other location designated by Company. An interruption ends when the Service is restored. If the Customer reports the Service to be inoperative but declines to release it for testing and repair, the Service shall be deemed to be impaired, but not subject to an interruption nor corresponding credit as provided in Section 2.10.2.

2.10.4 If the Customer elects to use another means of transmission during the period of interruption, the Customer is solely responsible for payment of the charges for the alternate transmission service used.

2.10.5 The credit provided in Section 2.10.2 is Customer's sole and exclusive remedy for any interruption in the Service.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.11 Systems Security**

2.11.1 Where Customers are permitted access to the Company's computer systems and data (hereinafter "Systems") for the purposes of managing and maintaining their own telecommunications system, they will adhere to the following:

- (a) Customers may access the Company's Systems only to the extent required by and incident to the administration and management of the Customer's telecommunications system.
- (b) Customers may not disclose or use information which may be learned as a consequence of access to the Company's Systems except as may be directly required to insure the proper operation of the Customer's telecommunications system. Customers must take all reasonable precautions to prevent any other person or entity who does not have a need to know from acquiring such information.
- (c) Customers shall not in any manner or form disclose, provide, or otherwise make available, in whole or in part, these Systems, documentation, any related material or any other confidential material except to those who have a need to know incident to the operation of the Customer's telecommunications system. These Systems remain the property of the Company and may not be copied, reproduced or otherwise disseminated without the prior written permission of the Company.
- (d) Customers shall take all reasonable precautions to maintain the confidentiality of Systems. Such precautions shall include the use of Personal Identification Numbers³ (PINs) and passwords selected by and known only to the Customer's individual authorized users. Telephone numbers and dial-up access numbers assigned to the Customer by Company, PINs or any aspect of access and sign-on methodology used to access these Systems shall not be posted or shared with others under any circumstances. Customers shall follow normal log-off procedures prior to leaving a terminal unattended. Customers shall report any known or suspected unauthorized attempt by others to access these Systems.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.11 Systems Security (Cont'd)

- 2.11.2** In the event that a security access device assigned to a Customer for dial-up access is lost, stolen, or misplaced, the Customer must notify Company immediately. Access into these Systems beyond that authorized may result in civil and/or criminal penalties.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.12 Restoration of Service**

The use and Restoration of Service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations to the extent it is applicable, which specifies the priority system for such activities.

2.13 Company Provided Equipment

2.13.1 The Customer agrees to operate any Company provided equipment in accordance with instructions of the Company or the Company's agent or designee. Failure to do so shall void any Company liability for interruption of Service and may make Customer responsible for damage to equipment pursuant to Section 2.13.2 below.

2.13.2 Customer agrees to return to the Company all Company-provided equipment within five (5) days of termination of the Service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company (e.g., the cost of the equipment) due to Customer's failure to comply with this provision.

2.13.3 The Company may substitute, change or rearrange any equipment or facility at any time, but shall endeavor to maintain the technical parameters of the service provided the Customer. In the event that technical parameters change as a result of the Company's actions, the Company will provide the Customer with thirty (30) days notice prior to such change

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.14 Other Terms and Conditions

- 2.14.1** A Customer shall not use any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the Customer without prior written approval of the Company.
- 2.14.2** In the event suit is brought or an attorney is retained by the Company to enforce the terms of this Tariff, the Company shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith.
- 2.14.3** Company shall assess a Reseller Customer a \$200 Unauthorized Carrier Change Charge (UCCC) for each Primary Interexchange Carrier (PIC) change made without prior valid authorization which results in the Company being named in a complaint filed with a state or federal regulatory or judicial body. Continued acts of unauthorized PIC changes by any Reseller shall be considered grounds for refusing to provide or for discontinuing Service to that Reseller.
- 2.14.4** Company, when acting at the Customer's request and/or as Customer's authorized agent, shall make reasonable efforts to arrange for special Service requirements such as the provision of Off-Net Circuits. Due to the specialized nature of such an arrangement, however, such arrangement may be provided ICB.

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SECTION 3 – DESCRIPTION OF SERVICE**3.1 General**

WilTel undertakes to offer and provide wholesale interexchange telecommunications services within its Service Area to Reseller Customers for resale to their End Users or to other Telecommunications Service providers or Information Service providers. The Services described herein are part of the Company's one-stop shopping package offering a full service platform to the wholesale marketplace, including interstate and international voice and data services.

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Although WilTel does not solicit end users for any of the Services described in this Section, unsolicited requests by end users for casual calling or dial-around service and presubscribed or preferred carrier service from WilTel will be provided for in accordance with this Tariff.

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SECTION 3 – DESCRIPTION OF SERVICE (CONT'D)**3.2 Wholesale Service Offerings**

Applicable rate schedules for the following services are provided in Section 4. Dedicated Access Lines may be required to connect a Reseller Customer's facilities to Company's POP. Such dedicated Access Lines, when required, shall be the sole responsibility of Customer. Notwithstanding such responsibility, Company shall, upon Customer's request, order such dedicated Access Lines on behalf of Customer or its End Users, and shall invoice the Reseller Customer for all related recurring and non-recurring charges. Intrastate rate plans are tied to specific interstate and international rate plans.

3.2.1 WilTel "Switched One Plus Service" offers Reseller Customers interexchange Services via Feature Group D Access Lines for seamless origination, transmission and termination of communications. Feature Group D access is provided by the Local Exchange Carrier and allows the Customer to use its own Carrier Identification Code to route traffic to the Company's POP while the Customer's End Users will recognize the Customer as the End User's presubscribed interexchange carrier. The intrastate rates that WilTel charges Reseller Customers for Switched One Plus Service are set forth in the Service Agreement between the Company and the Reseller Customer and in Section 4.2.1. T

3.2.2 WilTel "Dedicated One Plus Service" offers Reseller Customers interexchange Services via dedicated Access Lines for seamless origination, transmission and termination of communications. Dedicated access to the Company's POP may be provided by the Customer, Company or a Local Access Provider. The intrastate rates that WilTel charges Reseller Customers for Dedicated One Plus Service are set forth in the Service Agreement between the Company and the Reseller Customer and in Section 4.2.2. T

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SECTION 3 – DESCRIPTION OF SERVICE (CONT'D)**3.2 Wholesale Service Offerings (cont'd)**

3.2.3 WilTel “Toll Free Service” offers Reseller Customers toll free numbers (e.g., 800, 888 or 877) for their subscribers and allows callers to reach the subscriber without toll charges. Toll Free Service consists of a basic service (assignment of a toll free telephone number and a toll free calling area selected by the Customer) and additional features that Customers can select.

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3.2.3.A Switched Toll Free Service is an inbound long distance service. This service terminates calls over the local telephone lines of Reseller Customer's toll free subscriber, and calls are toll-free to the calling party. The rates that WilTel charges Reseller Customers for Switched Toll Free Service are set forth in the Service Agreement between the Company and the Reseller Customer and in Section 4.2.3.

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3.2.3.B Dedicated Toll Free Service is an inbound long distance service. This service terminates calls over dedicated Access Lines from Company's POP to the service location(s) of Reseller Customer or its toll free subscriber, and calls are toll-free to the calling party. The rates that WilTel charges Reseller Customers for Dedicated Toll Free Service are set forth in the Service Agreement between the Company and the Reseller Customer and in Section 4.2.4.

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SECTION 3 – DESCRIPTION OF SERVICE (CONT'D)**3.2 Wholesale Service Offerings (Cont'd)**

- 3.2.4** “Directory Assistance Service” offers Reseller Customers the ability to provide their End Users with phone numbers, addresses and NPA/Country codes and automatic call completion. A per-call surcharge is assessed against the Reseller Customer for each call made by the its presubscribed End-Users. This surcharge applies whether or not the Directory Assistance operator furnishes the requested telephone number(s), e.g., the requested number is unlisted, non-published or no record can be found. Requests for information other than telephone numbers will be charged for as requests for telephone numbers.

Directory Assistance Service gives the option of completing a call to the called station telephone number received from the Directory Assistance operator without hanging up and originating a new call. A usage rate for call completion applies in addition to the Directory Assistance per-call surcharge if the caller accepts the offer. The call completion charge will not apply if the call cannot be completed. The per-call surcharge and usage rates that WilTel charges its Reseller Customers for Directory Assistance Service are set forth in the Service Agreement between the Company and the Reseller Customer and in Section 4.2.8.

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SECTION 3 – DESCRIPTION OF SERVICE (CONT'D)**3.2 Wholesale Service Offerings (Cont'd)**

3.2.5 WilTel "Calling Card Service" offers Reseller Customers the ability to allow their End Users to originate long distance calls from locations other than their primary service location through the use of a toll free network access number and an Authorization Code. WilTel Calling Card Service provides an access number and authorization code issued by WilTel which the Reseller Customer will incorporate into its End User's calling card. WilTel Calling Card Service allows a Reseller Customer's End Users who are away from their home or business, or who wish to have Calling Card Service only, access to WilTel Network to place calls from any location in the State. Access to WilTel Network for Calling Card Service is gained by dialing an access number. End Users may bill calls to their Calling Card account, maintained by the Reseller Customer, when calling from any location within the State. The rates that WilTel charges Reseller Customers for Calling Card Service are set forth in the Service Agreement between the Company and the Reseller Customer and in Section 4.2.5.

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SECTION 3 – DESCRIPTION OF SERVICE (CONT'D)**3.2 Wholesale Service Offerings (Cont'd)**

3.2.6 "Prepaid Calling Card Service" offers Reseller Customers the ability to allow their End Users to originate long distance calls on a prepaid basis via a toll free network access number and an Authorization Code. It allows Reseller Customers to bill their End Users in advance rather than in arrears, and allows Reseller Customers to renew their End Users' prepaid balance using interactive voice response ("IVR") units and a major credit card. WilTel will keep track of the prepaid account balance using the rate-tables furnished by the Reseller Customer. On behalf of the Reseller Customer, WilTel will give the Reseller Customer's prepaid calling card subscribers notice two (2) minutes before the available account balance is depleted, based upon the applicable rates for the call in progress, as furnished by the Reseller Customer. When the available balance is depleted, the call shall be terminated. The Reseller Customer's End-User will use the access number on the Prepaid Calling Card to access WilTel Network. The Reseller Customer's applicable usage rate will be deducted on a real-time basis as the card is used until the full amount of the card is exhausted. The rates WilTel charges Reseller Customers for Prepaid Calling Card Service are set forth in the Service Agreement between the Company and the Reseller Customer and in Section 4.2 6.

WilTels' Reseller Customers shall be responsible for their End Users' prepayments and providing any refunds due to their End Users. WilTel does not own End Users' prepaid accounts and does not recover its rates from such accounts. WilTel bills the Reseller Customer directly in arrears for Prepaid Calling Card Service.

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SECTION 3 – DESCRIPTION OF SERVICE (CONT'D)**3.2 Wholesale Service Offerings (Cont'd)**

3.2.7 WilTel “Operator Assistance” Service offers Reseller Customers the ability to provide its End Users with call completion functions performed either by a live operator or by automated systems. Such functions include collect calling, third party billing and calling card services. Access to WilTel Operator Assistance can be obtained by the following dialing methods: (A) “00” from a telephone subscribed to WilTel Network in a Feature Group D (FGD) area; (B) “0+ (NPA-NXX-XXXX)” from a telephone subscribed to WilTel Network in a FGD area; (C) “101XXXX+ 0” from any non-pay telephone in a FGD area; and (D) “1-800-XXXX” from any location. The rates WilTel charges Reseller Customers for Operator Assistance are set forth in the Service Agreement between the Company and the Reseller Customer and in Section 4.2.7. T
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WilTels' Reseller Customers of Operator Assistance shall be responsible for compliance with all signage, labeling and tariffing requirements of the Commission regarding alternative operator services ("AOS") and consumer protection policies. T

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SECTION 3 – DESCRIPTION OF SERVICE (CONT'D)**3.3 End User Services****3.3.1 Casual Calling**

Casual Calling Service permits End User Customers to obtain Service without the necessity of presubscription of their local lines. Customers utilizing Casual Calling Service shall access Service by dialing an access code in the form of 101XXXX, where "X" is the 4 digit Carrier Identification Code (CIC) assigned to the Company. When dialing, the access code shall be followed by the normal sequence of 1+ Area Code + Number. Calls placed using Casual Calling Service are billed to Customer in whole minute increments rounded up to the next full minute through the serving Local Exchange Carrier's (LEC) monthly bill. All End Users of Casual Calling are Customers of the Company, even when they are End Users of a Reseller for other Services. The rates for Casual Calling Service are set forth in Section 4.3.

Casual Calling Service cannot be obtained through aggregator locations such as payphones. WilTel will block all 101XXXX calls to its Carrier Access Code made from such locations.

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3.3.2 Presubscription

Presubscription Service permits End User Customers to select WilTel as the Customer's presubscribed or preferred carrier for interLATA and/or intraLATA interexchange service. The rates for Presubscription Service are set forth in Section 4.

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SECTION 3 – DESCRIPTION OF SERVICE (CONT'D)**3.4 Terms and Conditions**

3.4.1 Wholesale Services will be provided if the Reseller Customer agrees to each of the following points that are applicable:

- (A) Secure and maintain all necessary state certifications, tariffs, and comply with the rules and regulations as set forth by the Commission.
- (B) Provide all billing and collection services under its own brand name.
- (C) Provide customer service under its own brand name.
- (D) Secure and maintain a signed copy of the “letter of agency” from the End-User which defines the relationship between the End-User and the Reseller.
- (E) Assume all responsibility for PIC disputes and complaints with the Local Exchange Carrier.
- (F) Use its own product names which do not identify WilTel products. T
- (G) Use the WilTel name only in post-sale communications which inform its subscribers that WilTel is the underlying carrier and that the WilTel name may appear on copies of their local phone bills using specific language authorized by WilTe, T
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- (H) The End-User is the customer of the Reseller, not WilTels. T
- (I) Assume all risk for bad debt.
- (J) Accept responsibility for all charges, costs, etc. incurred by WilTel with respect to Ancillary Services. T
- (K) Accept responsibility for all interaction and interface with its own subscribers or customers.

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SECTION 3 – DESCRIPTION OF SERVICE (CONT'D)**3.4 Terms and Conditions (cont'd)**

- 3.4.2** The minimum Term for Service provided On-Net is one month (30 days), except where special construction is requested in which case the minimum Term may be longer. The minimum Term for Service provided Off-Net shall be the same as that minimum service term imposed on WilTel for leasing the Off-Net facilities.
- 3.4.3** Service is available twenty-four (24) hours a day, seven (7) days a week. The beginning time for outbound calls is determined by the time at the point of origination. The beginning time for inbound calls (Toll Free Service) is determined by the time at the point of termination.
- 3.4.4** Usage sensitive charges are based on the actual usage of Company's facilities (On-Net and Off-Net). Such charges are measured in Conversation Minutes counted in six (6) second increments. Unless otherwise specified in this Tariff, the minimum call duration for billing purposes is six (6) seconds and usage is rounded to the next higher six (6) second increment after the initial period.
- 3.4.5** Chargeable time for Customer shall begin when the called party answers, as determined by hardware answer supervision, provided that such capabilities are available from the local telephone company. If hardware answer supervision is not available, then Carrier will employ industry accepted standards for the timing of calls. Chargeable time for a call shall end upon disconnection by either party.

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SECTION 4 – RATES AND CHARGES**4.1 General**

- 4.1.1** Conversation Minutes, reflecting usage sensitive charges resulting from use of Service, are billed in increments of six (6) seconds with an initial period (minimum billing period) of six (6) seconds, unless otherwise specified. Following the initial period, all charges are rounded to the next higher six (6) second increment for billing purposes, unless otherwise specified.
- 4.1.2** Other than the charges indicated for each Service, there are no installation or other nonrecurring charges or monthly recurring charges for Service, except for the installation charges and/or monthly recurring charges associated with the use of dedicated Access Lines ordered by Carrier on behalf of Customer or its End Users.

4.2 Wholesale Service Rates**4.2.1 Switched One Plus Service**

Usage Sensitive Charges (Rate Per Minute): \$0.04000

Non-Usage Sensitive Charges: N/A

4.2.2 Dedicated One Plus Service

Usage Sensitive Charges (Rate Per Minute): \$0.01900

Non-Usage Sensitive Charges: N/A

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SECTION 4¹ – RATES AND CHARGES (CONT'D)

4.2 Wholesale Service Rates (cont'd)

4.2.3 Switched Toll Free Service

Usage Sensitive Charges (Rate Per Minute): \$0.04200

Non-Usage Sensitive Charges: N/A

4.2.4 Dedicated Toll Free Service

Usage Sensitive Charges (Rate Per Minute): \$0.02100

Non-Usage Sensitive Charges. N/A

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SECTION 4 – RATES AND CHARGES (CONT'D)

4.2 Wholesale Service Rates (cont'd)

4.2.5 Calling Card Service

Conversation Minutes for Calling Card Service are billed in increments of six (6) seconds with an initial period (minimum billing period) of eighteen (18) seconds.

Usage Sensitive Charges (Rate Per Minute): \$0.09

Non-Usage Sensitive Charges: \$0.12 per call

4.2.6 Prepaid Calling Card Service

Conversation Minutes for Prepaid Calling Card Service are billed in increments of six (6) seconds with an initial period (minimum billing period) of eighteen (18) seconds.

Usage Sensitive Charges (Rate Per Minute): \$0.09

Non-Usage Sensitive Charges: \$0.12 per call

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SECTION 4 – RATES AND CHARGES (CONT'D)**4.2 Wholesale Service Rates (cont'd)****4.2.7 Operator Assistance Service**

Conversation Minutes for Operator Assistance Service are billed in increments of six (6) seconds with an initial period (minimum billing period) of eighteen (18) seconds.

Usage Sensitive Charges (Rate Per Minute): \$0.0715

Non-Usage Sensitive Charges:

Charge per call	<u>Live</u> <u>Operator</u>	<u>Automated</u>
Person-to-person	\$3.00	N/C
Collect/Billed 3 rd Party:	\$3.00	N/C
Station-to-station	\$1.05	\$1.05
Collect/Billed 3 rd Party:	\$1.05	\$1.05
General Assistance:	\$1.05	N/C

4.2.8 Directory Assistance Service

Conversation Minutes for Directory Assistance Call Completion Service are billed in increments of six (6) seconds with an initial period (minimum billing period) of eighteen (18) seconds.

Usage Sensitive Charges (Rate Per Minute) for call completion: \$0.0715

Non-Usage Sensitive Charges:

Charge per call	\$0.35 without call completion
	\$0.65 with call completion

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SECTION 4 – RATES AND CHARGES (CONT'D)

4.3 End User Service Rates

4.3.1 Casual Calling

Conversation Minutes for Casual Calling Service are billed in increments of six (6) seconds with an initial period (minimum billing period) of eighteen (18) seconds.

Usage Sensitive Charges (Rate Per Minute): \$0.30

4.3.2 Presubscription

Conversation Minutes for Presubscription Service are billed in increments of six (6) seconds with an initial period (minimum billing period) of eighteen (18) seconds.

Usage Sensitive Charges (Rate Per Minute): \$0.30

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SECTION 5 – CONTRACTS AND PROMOTIONS

5.1 Contracts

At the option of the Company, any of the wholesale services described in Section 3 may be offered under a separately negotiated contract between the Company and Reseller Customer, containing rates, terms or conditions that may vary from the rates, terms and conditions contained in this Tariff. Such contracts may be entered into in order for the Company to respond to competitive alternatives that may also be available to such a Customer. The terms of each such contract shall be mutually agreed upon between the Reseller Customer and the Company and may include discounts off of the rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed facilities, or other customized features. The terms of such contract may be based partially or completely on a Term or volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. The Company shall file the material provisions of each such contract with the Commission as a contract option tariff to be available to all similarly situated Reseller Customers for a fixed period of time following the initial offering to the first contract Reseller Customer. Each such contract option shall be filed as an amendment to this tariff.

5.2 ICB Arrangements

At the option of the Company, Wholesale Service may be offered on an ICB basis to meet the specialized requirements of Reseller Customers. The terms of each such ICB arrangement shall be mutually agreed upon between the Customer and Company. ICB arrangements may be made for provisioning any of the services described in Section 3 only when nonstandard arrangements are required to satisfy the specialized needs of the Reseller Customer. (See definition of "Individual Case Basis" in Section 1).

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SECTION 5 – CONTRACTS AND PROMOTIONS (CONT'D)**5.3 Promotions**

- 5.3.1** From time to time, Company may, at its option, promote subscription or stimulate Service usage by offering to waive or reduce some or all of the nonrecurring or recurring charges for the Customer (if eligible) for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area and will comply with all applicable Commission regulations. In no case, shall the resulting rates and charges exceed the rates and charges listed in this tariff for the same services.
- 5.3.2** From time to time, subject to Commission rules, Company may demonstrate Service for potential Customers by providing free use of its Services on a limited basis for a period of time, not to exceed one (1) month. Demonstration of Service and the type, duration or quantity of Service provided shall be at the Company's discretion.
- 5.3.3** Promotional and other credits offered by Company in marketing its Services cannot be assigned. Such credits must be used by the Customer to whom they were offered or the Customer who earned them under the provisions of the offer.

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